



STATE OF DELAWARE

PUBLIC SERVICE COMMISSION

861 SILVER LAKE BLVD.
CANNON BUILDING, SUITE 100
DOVER, DELAWARE 19904

TELEPHONE:

(302) 736-7500

FAX:

(302) 739-4849

May 7, 2018

Eric Owens
Gold Star Energy, LLC
50 Chestnut St.
Suite 234
Beavercreek, OH 45440

Re: In The Matter of the Gold Star Energy, LLC For A Certificate to Provide Electric Supply Services within the State Of Delaware (Submitted March 23, 2018) - PSC Docket No. 18-0181

Dear Mr. Owens,

The Delaware Public Service Commission ("Commission") is in receipt of the (the "Application") by Gold Star Energy, LLC ("Company") for certification to broker electric supply services in Delaware. The Application as submitted is incomplete. Please review the Supplier Rules found here: <http://regulations.delaware.gov/AdminCode/title26/3000/3001.pdf> to ensure that the requirements for certification are met before submitting any additional amendments to this Application. Failure to adhere to the requirements of the Supplier Rules within the allotted time set forth in the Supplier Rules will result in this Application being closed and the filing fee being forfeited. Additional information is necessary, as indicated below:

Section 2.2.2 Certifications issued by State of Formation

- Please provide a business license for the state of Ohio.
- The application contained a certificate of Full Force and Effect and not a certificate of good standing for the state of Ohio.
 - Please provide a certificate of good standing for the state of Ohio.
 - The Commission has received certificates of good standing from applicants of Ohio. A certificate of good standing from the state of formation is a **requirement** set forth in the Supplier Rules. If the state of Ohio no longer issues certificates of good standing, submit proof from the state of Ohio's Secretary of State's Office verifying this.

Please see attached

Section 2.2.16 Financial Ability

- Please provide a copy of officer certified financial statements that are dated within 12 months of the filing of this Application.
 - The Supplier Rules **require** officer certified financial statements that are dated within 12 months of the Application.
- Please see attached

Section 2.2.19-2.2.21 Retail Experience

- Please provide a description of the nature of business/services the Company intends to provide in Delaware. Please see attached in responses with section numbers that correspond as well as other explanatory documents attached.
- Please identify the Officer of the first resume submitted in Exhibit H. Jeremy K. Smith - Please see attachment
- Please provide a complete professional résumé for Jeremy K. Smith that includes dates employed, positions held, duties performed, date of graduation and certificate/degree received.

- **Résumés are public documents and the information contained in them are required and published in Staff's report. Please provide the résumés as public documents.**
- **Please provide copies of Commission orders approving certification for each jurisdiction the Company operates in.**

Section 2.2.13 Marketing Plans and Materials

- **Please provide a description of how the Company intends to ensure compliance with Supplier regulations that includes:** Please see attached documents
 - **Details of oversight**
 - **Methods of training**
 - **Internal controls and/or correction procedures**
- **Please provide a copy of the marketing materials that will be deployed in the state of Delaware.**
 - Please provide the information above and submit materials intended to be used for marketing purposes in the state of Delaware. Please see attached documents

Section 2.5 Verification of Application

- Please provide a signed, sworn statement of verification for **each** subsequent filing in this docket. See attached

Section 17.1 Proprietary Information

- The entire subsequent filing was submitted as confidential.
 - The information from the Application is public. Please submit it as public.
 - The submission did not contain an attestation and redacted version. Please submit this.

The Company may request that the Commission provide confidential treatment to some or all of the information contained in a document that you either wish to e-file using DelaFile or file by paper copy. When requesting confidential treatment for documents filed with the Commission, please simultaneously file a redacted, public version of the same document and an attestation that the information is not subject to inspection or disclosure to the public.

Staff respectfully requests a response to this notice of deficiency on or before June 8, 2018. Please note that 26 *Del. Admin. C.* § 3001 (the "Supplier Rules") section 2.4 provides that incomplete applications will be closed four (4) months after the filing date. If the application is not completed within the four (4) month time frame the applicant forfeits their application filing fee and must resubmit the application with an additional filing fee. The responses and verifications can be uploaded as a subsequent filing in DelaFile under Docket No 18-0181.

Should you have any questions or if I can be of any assistance you may contact me at (302) 736-7539 or send questions by email to Clishona.Marshall@state.de.us.

Sincerely,

Shona Marshall

Shona Marshall
Public Utility Analyst

CC: Ms. Donna Nickerson, Commission Secretary
Ms. Malika Davis, Public Utility Analyst

Attachment B

Attestation of Submission of Confidential, Proprietary, and Privileged Material

Per 26 Del. Admin. C. § 1001-1.11

I, Jeremy Smith, President of Gold Star Energy, LLC, do hereby attest, under penalty of perjury, that [DESCRIPTION OF DOCUMENT / INFORMATION] is 1) not a "public record" as defined by 29 Del. C. § 10002(l) because it is [DESCRIPTION OF REASON AND SPECIFIC EXEMPTION UNDER 29 Del. C. § 10002(l)]; and 2) is not subject to inspection by either the public or by other parties unless an appropriate proprietary agreement is executed.

As such, I request that the Delaware Public Service Commission accord confidential treatment to [DESCRIPTION OF DOCUMENT/ INFORMATION] in accordance with 26 Del. Admin. C. § 1001-1.11.

In compliance with 26 Del. Admin. C. § 1001-1.11.3, I have submitted, attached to this Attestation, for filing a copy of the document described above without the confidential information, with an indication that the claimed confidential information has been deleted.

Executed [DATE]

JS 7-23-18
[NAME] Jeremy Smith

[STATE] OH

[COUNTY] Montgomery

Sworn to and subscribed before me on [DATE] by [NAME] July 23, 2018 by Jeremy Smith

[NOTARY NAME] Sandra L Winland-Anderson

[NOTARY SEAL]

My commission expires: _____



Sandra L Winland-Anderson
Notary Public - Ohio
My Commission Expires
December 18, 2022

Jessica Taylor

From: Marshall, Clishona (DOS) <Clishona.Marshall@state.de.us>
Sent: Tuesday, June 19, 2018 12:36 PM
To: Jessica Taylor; Kelly Konkus
Cc: 'eowens@gseusa.com'
Subject: RE: Gold Star Energy, LLC- Docket No. 18-0181

Good Afternoon,

The Supplier Rules, Application, and Deficiency letter make it clear what is sufficient for certification in the state of Delaware. Please refrain from directing the state of Delaware in the matters of its operations. The Commission Staff adheres to legislation, Commission Rules and Orders, and in this matter, the Supplier Rules. At this point, the Company can either comply with the Supplier Rules, seek certification in another jurisdiction whose rules are more aligned with its mission, or perhaps seek the consultation of a company/representative who is more familiar with the requirements of the state of Delaware. To date, Staff has submitted three letters of deficiency in an attempt to bring this application into compliance with the Supplier Rules. As evident from the statements below, the Company and its representatives are still not familiar with the Supplier Rules or its requirements. Staff's only concerns at this point is the level of service and cooperation the Commission and the customers in the state of Delaware can expect to receive from a company who has not taken the time to adequately complete the application, familiarize itself with the Supplier Rules, or comply with repeated attempts to secure a complete application in order for the Commission to make an informed decision on whether or not to certify the company.

Staff has offered comments below to the statements provided by the Company's representatives. Please adhere to the Supplier Rules and three deficiency letters on or **before July 23, 2018**. At the COB on July 23, 2018, the incomplete application docketed as 18-0181 will be closed and the application fee will be forfeited.

Thanks,

Shona

Shona Marshall
Public Utilities Analyst
DE Public Service Commission
861 Silver Lake Blvd.
Cannon Building., Suite 100
Dover, DE 19904
Phone: (302) 736-7500
Fax: (302) 739-4849
Clishona.Marshall@state.de.us

From: Jessica Taylor [mailto:JTaylor@LicenseLogix.com]
Sent: Tuesday, June 19, 2018 10:40 AM
To: Kelly Konkus <KKonkus@LicenseLogix.com>; Marshall, Clishona (DOS) <Clishona.Marshall@state.de.us>
Subject: RE: Gold Star Energy, LLC- Docket No. 18-0181

Dear Clishona,

Good morning.

There are a couple of points that need to be understood about the deficiency letter and the interpretation of the items sent to Delaware by Delaware.

Section 2.2.2 The certificate sent to you from Ohio is the only certificate that will be issued and I have communication from the department indicating that when an LLC registered in Ohio requests a certificate of status a certificate of Full Force and Effect is generated attached. Please remove this item from the deficiency as it is incorrect and does not take into account the various semantics that are used for like certificates in other jurisdictions.

STAFF: Thank you for the suggestion on how to implement the Supplier Rules for the state of Delaware, however, a certificate of good standing is a **REQUIREMENT** and the period for suggestions/modification to the Supplier Rules has passed. If a company has documentation that does not meet the requirements, the onus is on the company to provide supporting documentation or adhere to the process outlined in the Supplier Rules for requirements that cannot be met. Staff advised the company in a letter of deficiency to provide supporting documentation for its claim. Please upload this documentation by July 23, 2018.

Section 2.2.19-2.2.21

- a description of the business was provided with the original application
- please negate the Exhibit H it was a mistake. I will upload the resume and that is the only resume to be considered. Please stop asking for the name of the person who belongs to the extraneous piece of paper that was sent along with the application out of order.

STAFF: A description of the business to be provided was **NOT** included in the original application. Please review the application and attachments again. This is also a **REQUIREMENT**. Commission Staff requests information that is missing or incomplete. The way to avoid or "stop" this is to submit complete information or comply with the request the first two times. **"Gold Star Energy to broker gas and electric and not take title to any of the gas or electric."** This is the sentence provided in response to the request on Staff's **first deficiency letter**. The Application is a broker application. We are aware that by definition, a broker does not take title to electricity. What we are not aware of is the nature of the business services Gold Star intends to provide. FYI, if the above and previously submitted "resume" for Jeremy Smith is submitted again, it will not be sufficient, again. Please review the request on any of the three submitted deficiency letters for guidance and upload the requested information on or before July 23, 2018.

Section 2.2.13 the marketing materials sent are the only marketing materials that the client uses. We have already sent a modified marketing plan to you which adhered to the law that governs this portion of the application. Please let me know if you would like a copy of this. Client does not have marketing materials at this point and can send them along if any are to be generated but for now the business marketing plan is word of mouth.

STAFF: The material included as "Marketing Plans" was not in fact a marketing plan and was not sufficient. It was a business plan, an internal planning document. This document and the statement in question 28, did not address the **REQUIREMENTS** of the marketing plans and materials section. Furthermore, the response provided in response to Staff's deficiency letter is a copy and pasted response from an Application for the state of Pennsylvania in which this may be sufficient. This is a state of Delaware Application and it is not sufficient here. If the company does not have marketing materials it plans to distribute in the state of Delaware, there is a process outlined in the Supplier Rules for an appropriate method of handling this. However, the last sentence of question 28 remains unanswered and it is **REQUIRED**. Please provide an adequate response by July 23, 2018.

The only outstanding items at this point are the financial records for 2017 but at the time of application they had not been prepared and 2016 financials would have been sufficient.

STAFF: The 2016 financial statements were not and are **NOT** sufficient because certification **REQUIRES** financial statements that are current within 12 months of the application. The application was filed in March of 2018. **Financial statements from 2016 are NOT sufficient.** Please provide financial statements that adhere to the Supplier Rules by July 23, 2018.

Please let me know if you have any questions or concerns. I will upload all of this to the Delaware system as soon as I hear back from you the the Full force and effect is sufficient, you will longer include the items above on the deficiency as they have been satisfied.

STAFF: There are no questions or concerns for Staff as the Supplier Rules, Application, and deficiency letter are very clear in addressing why this Application, the exhibits, and subsequent filings do not meet the minimum filing requirements for certification in the state of Delaware. The Supplier Rules, Application, and Deficiency Letters also make it very clear that this application will be closed after four months if this application remains deficient. There are items on the deficiency letter that were not addressed above. Please remember to rectify all deficiencies by COB July 23, 2018.

****This application will be closed July 23, 2018 if the minimum filing requirements remain deficient.****

I appreciate your attention to this matter. Please feel free to give me a call at the number below if you need further clarification.

Best,

Jessica

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licenseologix

Jessica Taylor | Senior Account Manager
jtaylor@licenseologix.com | www.licenseologix.com

140 Grand St, Suite 300 | White Plains, NY 10601
Office: 800.292.0909 x 337 | Mobile: 914.362.9745

****Please note, my business hours are Monday – Friday 9:00 am to 5:00 pm EST.****

From: Kelly Konkus

Sent: Tuesday, June 19, 2018 9:40 AM

To: 'Clishona.Marshall@state.de.us' <Clishona.Marshall@state.de.us>; Jessica Taylor <JTaylor@LicenseLogix.com>

Subject: Gold Star Energy, LLC- Docket No. 18-0181

Clishona,

My client is working to obtain the information requested in the attached letter. It will be provided very soon. Thank you!

Best,
Kelly

...

licenseologix

Kelly Konkus | Project Coordinator

kkonkus@licenseelogix.com | www.licenseelogix.com

140 Grand St, Suite 300 | White Plains, NY 10601
Office: 800.292.0909 x313 | Fax: 212.672.1105



Responses

2.2.2 Certifications. Certification(s) issued by the state of formation or incorporation certifying that the Applicant is in good standing and qualified to do business in that state;

This rule does not indicate that this MUST be a Certificate of Good Standing. I have attached evidence that the Full Force and Effect is the equivalent of a Certificate of Good Standing for an LLC formed in Ohio.

2.2.16 Please provide certified financial statements that are dated within 12 months. – please see attached.

2.2.19-2.2.21: Please provide a description of the nature of the business/services that the Company intends to provide in Delaware:

Gold Star Energy will be offering commercial businesses the opportunity to receive lower rates on Electric. In order to do this we will hire people in Delaware to act as Salespeople to schedule face to meetings with decision makers within the organization. We are selling relationships over product and want to foster a trusting business relationship between broker salespeople and clients. WE can offer savings to companies for utilities like Electricity, Natural Gas and LED retrofitting. We will be offering the Electricity component in Delaware at first. All of our Salespeople will be trained extensively to understand all the Delaware regulations, procedures and company policies. Any sales will have to be overseen by the corporate HQ before processing. This is a chance for all mistakes or errors to be corrected. All attention will be put into making sure we stay within the Delaware parameters while doing business within the Jurisdiction of Delaware.

2.2.13 Marketing Plans and Materials. If the Applicant intends to serve Residential or Small Commercial Customers, the Applicant shall provide, to the extent then known or in existence:

2.2.13.1 A description of the marketing plan(s) and/or method(s) it plans to use in Delaware.

Please see above description and attached materials.

This description shall identify whether Door-to-Door, Telemarketing, direct mail, or other marketing channels will be used and, where applicable, the identification of third party vendors that the Applicant will utilize to implement one or more marketing methods.

The application shall include the manner in which the Applicant will ensure **oversight, training, and compliance with the specific provisions of these Regulations with regard** to Telemarketing, Door to Door, and **in-person sales**;

Because we are not engaging in Telemarketing or Door to Door sales the only part of the business model that will require oversight, training and compliance are the sales we do in person.

1. Oversight: Please see attached
2. Training: Please see attached
3. Internal Controls: Please see attached

2.2.13.2 Copies of all print, broadcast, electronic media, telecommunication, direct mail or in-person written marketing materials, including but not limited to scripts for Telemarketing, advertisements, website presentations, and any other material of a similar nature, that the Applicant will use to market and promote its products to Delaware Residential and Small Commercial Customers;

Website: <http://gseusa.com/>

Facebook: <https://www.facebook.com/goldstarenergyllc/>

LinkedIn: https://www.linkedin.com/company/gold-star-energy/?trk=top_nav_home

There is no print, no broadcast, the electronic media sites are above, telecommunication would be word of mouth only, no direct mail but we will be doing in person pitches – there is no script and no telemarketing. The advertising is only through visits to our website via word of mouth or Google SEO algorithms.

Please see above for our website and the materials supplied there. We will not be employing any other type of promotion in Delaware at this time.

Please see our printed materials attached.

Jessica Taylor

From: Shayna Desai
Sent: Monday, July 16, 2018 3:15 PM
To: 'Clishona.Marshall@state.de.us'
Cc: Kelly Konkus
Subject: Gold Star Energy, LLC - PSC Docket No. 18-0181
Attachments: OH COGS.PDF; OH SOS Email.pdf

Shona,

I am writing in response to one of the points in your letter dated 5/7/2018, regarding the above-referenced application. A team member came to me with this, as she is unsure of how to proceed and, having reviewed myself, I'm a little unclear as well. Hoping you'll be able to assist. The relevant part of the letter states:

Section 2.2.2 Certifications issued by State of Formation

- Please provide a business license for the state of Ohio.
- The application contained a certificate of Full Force and Effect and not a certificate of good standing for the state of Ohio.
 - Please provide a certificate of good standing for the state of Ohio.
 - The Commission has received certificates of good standing from applicants of Ohio. A certificate of good standing from the state of formation is a **requirement** set forth in the Supplier Rules. If the state of Ohio no longer issues certificate of good standing, submit proof from the state of Ohio's Secretary of State's Office verifying this.

I understand that the attached OH COGS was submitted with the initial application, but not accepted by your office due to the "in FULL FORCE AND EFFECT" language rather than the typical "in GOOD STANDING" language. I think the confusion may lie in the fact that OH issues certificates of good standing for corporations, but not for LLCs. We spoke with Daniel Blake with the OH SOS, who confirmed that they have never issued certificates of good standing for LLCs (see his email attached). Would it be possible for you to provide us with a sample of an OH COGS you've received in the past for an LLC, that we can forward to Mr. Blake, to see if he can provide a similar document for Gold Star Energy, LLC? Alternatively, in light of Mr. Blake's explanation in the attached email, can you accept the OH COGS provided? Not sure how best to proceed here otherwise, but any guidance you can provide would be appreciated. Thanks so much!

Best,
Shayna

...

licenselogix

Shayna Desai | Enterprise Licensing Director
sdesai@licenselogix.com | www.licenselogix.com

140 Grand Street, Suite 300 | White Plains, NY 10601
Phone: 800.292.0909 x303 | Mobile: 914.434.7894



UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show GOLD STAR ENERGY LLC, an Ohio For Profit Limited Liability Company, Registration Number 2378997, was organized within the State of Ohio on March 24, 2015, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 15th day of February, A.D. 2018.*

Jon Husted

Ohio Secretary of State

Validation Number: 201804601716

Shayna Desai

From: BUSSERV <BUSSERV@ohiosecretaryofstate.gov>
Sent: Friday, May 18, 2018 11:18 AM
To: Jessica Taylor
Subject: RE: Full Force and Effect
Attachments: 500.pdf

Jessica,

Also after reading your letter. I wanted to let you know that our office has never issued a good standing certificate to any entity other than a corporation. The attached form 500 is used to order certificates. The instruction page advises when a good standing is issued and when a full force certificate is issued.

Daniel A Blake

Business Services Division, Call Center Coordinator
Secretary of State, Jon Husted's Office
180 E. Broad Street 16th Floor
Columbus, OH 43215
Office:877-767-3453 Fax 614 485-7041

From: Jessica Taylor [mailto:JTaylor@LicenseLogix.com]
Sent: Thursday, May 17, 2018 5:35 PM
To: BUSSERV
Subject: Full Force and Effect

Dear Sir or Madam,

Can you please tell me if you issue Certificates of Good Standings for LLCs? Please see the highlighted section of the notice I received from Delaware where they allege that the State of Ohio has in fact sent them a Certificate of Good Standing before.

I would like to send something to them in writing that indicates that there is no Certificate of Good Standing issued in Ohio for LLCs. I appreciate your attention and help with this matter.

Best,

Jessica

...

licenselogix

Jessica Taylor | Senior Account Manager
jtaylor@licenselogix.com | www.licenselogix.com

140 Grand St, Suite 300 | White Plains, NY 10601
Office: 800.292.0909 x 337 | Mobile: 914.362.9745

****Please note, my business hours are Monday – Friday 9:00 am to 5:00 pm EST.****

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF REGISTRATION OF "GOLD STAR ENERGY LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 2016, AT 10 O'CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

5974294 8100
SR# 20180838131

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202119002
Date: 02-08-18

STATE OF DELAWARE
CERTIFICATE OF REGISTRATION
OF A FOREIGN LIMITED LIABILITY COMPANY

The foreign limited liability company hereby certifies as follows:

1. The name under which the foreign limited liability company is registering in the State of Delaware is Gold Star Energy LLC

(The name under which the foreign limited liability company was formed is Gold Star Energy LLC)

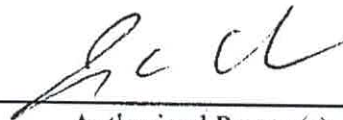
2. The foreign limited liability company was formed under the laws of Ohio on 03/24/2015
As of the date of this filing; the foreign limited liability company validly exists as a limited liability company under the laws of the jurisdiction of its formation.

3. The nature of the business or purposes to be conducted or promoted by the foreign limited liability company in the State of Delaware is as follows:
Energy broker

4. The Registered Office of the foreign limited liability company in the State of Delaware is located at 1679 S. Dupont Hwy Ste 100
(street), in the City of Dover, Zip Code 19901
The name of the Registered Agent at such address upon whom process against this foreign limited liability company may be served is Registered Agent Solutions, Inc.

5. The date on which the foreign limited liability company first did or intends to do business in the State of Delaware is 03/01/2016

6. The Secretary of State of the State of Delaware is appointed the agent of the foreign limited liability company for service of process under the circumstances set forth in Title 6, Section 18-910(b) of the Delaware Code.

By: 
Authorized Person(s)

Name: Jeremy Keith Smith

Print or Type



4076 E. Patterson Rd
Beavercreek OH 45430
Phone 937 429.9980
Fax 937 226.9911

Exhibit L

GOLDSTAR ENERGY LLC- BUSINESS PLAN

1. Open office to offer commercial business the opportunity to receive lower rates on electric. Rates resulting in lower operating costs.
2. Hire established managers in each area with responsibility to hire and train sales reps for their location
3. Relationship selling-meaning we plan to open offices with a long term commitment
4. Sales Rep/Consultants will have the ability to make this a career opportunity
5. 1-2 Managers in each office with approximately 7 to 8 Sales Reps/Consultants
6. Products are Electricity, Natural Gas, LED Retrofitting
7. All Reps are trained extensively for understanding of all rules, regulations, company policies and procedures. All Reps are trained to fully understand deregulation options allowed by customers.
8. All sales are sent to corporate for approval and certification before processing. All contracts must meet supplier standards before submitting.
9. Approximate Sales of 350mm annually- \$1,750,000

Jeremy K Smith
4076 E Patterson Rd, Beavercreek OH 45430
Phone 937-429-9980
jsmith@gseusa.com
[linkedin.com/in/Jeremy-Smith](https://www.linkedin.com/in/Jeremy-Smith)

Professional Experience

Gold Star Energy, LLC
President

2011-Present

Involved in establishing supplier relations, hiring, managing our own teams as well as the liaison to Third Party Vendors. Responsibilities also include marketing, payroll and handling utility supplier and consumer complaints.

Easton Water LLC
Regional Sales Manager

2006-2011

Responsible for sales results for Ohio and Indiana

Culligan International Company
Sales Executive, Sales Trainer

2003-2005

Responsible for all sales training for Ohio

Education

West Liberty Salem

2000

Gold Star Energy

Profit and Loss Statement 2017

1-1-17 to 12-31-17

Revenue	\$ 11,169,003.24
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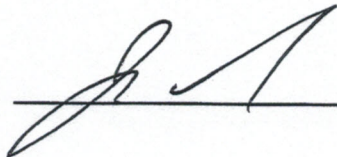
Expenses

1099 and Wages	\$ -9,450,142.57
Rent	\$ - 83,226.23
Office Payment	\$ - 15,984.60
bad Debts	\$ - 75,009.09
Lawyer / Legal	\$ - 55,000.00
Background Checks	\$ - 10,256.89
Auto	\$ - 57,002.00
Insurance	\$ - 20,829.34
Travel	\$ - 4,495.26
Recruiting	\$ - 15,238.00
Sales gear	\$ - 20,829.84
Bank fees	\$ - 13,604.50
Utilities	\$ - 19,347.79
Donations	\$ - 7,985.00
Advertisement	\$ - 27,412.90
Entertainment	\$ - 4,972.50
Office down payment	\$ - 100,000.00
Remodeling Office	\$ - 157,678.70
Furniture	\$ - 16,758.78
computers	\$ - 3745.11
Office Expenses Miscellaneous	\$ - 209,723.09
Cleaning and Lawn care	\$ 11,110.00
Moving company	\$ - 3066.70

Total Out	\$ - 10,383,418.89
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Net	\$785,584.35
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Signature



Date

5-2-18

Gold Star Energy Balance Sheet 2017

1-1-17 to 12-31-17

Current Assets

Cash	460,000.00
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Accounts Recievable

USG&E	26,953.31
Constellation Energy	240,000.00
AEP	563,159.04
Direct Energy	387,961.74
GS SUEZ	8,467,745.00
SFE	35,762.89
Engie	1,024,678.00
Power and Gas	705.00
Apg&E	460,000.00

Total Current Assets

Fixed Assets

Gold Star Vehicles	130,000.00
Furniture	28,698.00
Computers	8500

Total Fixed Assets

Note: See attached Federal Summery Depreciation Schedule

Expences

Rent	-83,226.23
Utilities	-6449.26
All Misc expences	-844,595.61
Gas for Company vehicles	-27,742.07
Insurance	-9,224.89
Payroll	-9,450,142.57
TOTAL 2017	1,412,782.35

Note: We have not incurred any business loans or debts

Signature

Date

5-8-18

Attachment B

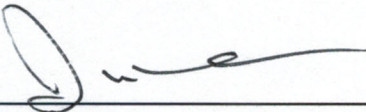
Attestation of Submission of Confidential, Proprietary, and Privileged Material
Per 26 Del. Admin. C. § 1001-1.11

I, Jeremy Smith, President of Gold Star Energy, LLC, do hereby attest, under penalty of perjury, that [DESCRIPTION OF DOCUMENT / INFORMATION] is 1) not a "public record" as defined by 29 Del. C. § 10002(l) because it is [DESCRIPTION OF REASON AND SPECIFIC EXEMPTION UNDER 29 Del. C. § 10002(l)]; and 2) is not subject to inspection by either the public or by other parties unless an appropriate proprietary agreement is executed.

As such, I request that the Delaware Public Service Commission accord confidential treatment to [DESCRIPTION OF DOCUMENT/ INFORMATION] in accordance with 26 Del. Admin. C. § 1001-1.11.

In compliance with 26 Del. Admin. C. § 1001-1.11.3, I have submitted, attached to this Attestation, for filing a copy of the document described above without the confidential information, with an indication that the claimed confidential information has been deleted.

Executed [DATE]



[NAME] Jeremy K. Smith

[STATE] OH

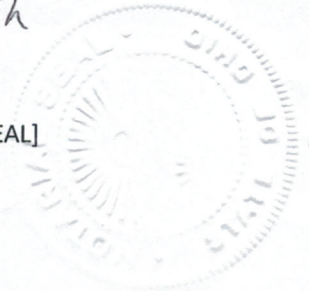
[COUNTY] Montgomery

Sworn to and subscribed before me on [DATE] by [NAME] 4-10-18 Jeremy Smith

[NOTARY SEAL]

[NOTARY NAME] Sandra L. Winkler-Anderson

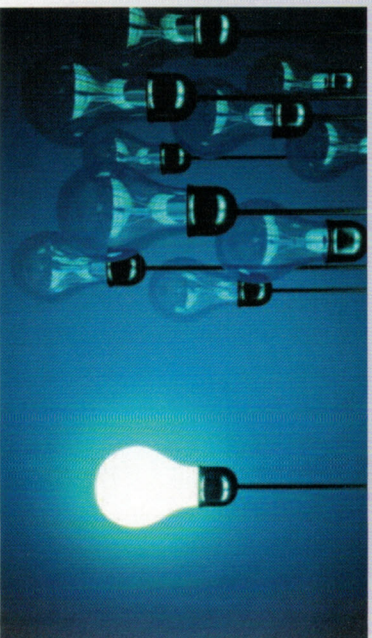
My commission expires: 12/18/2022



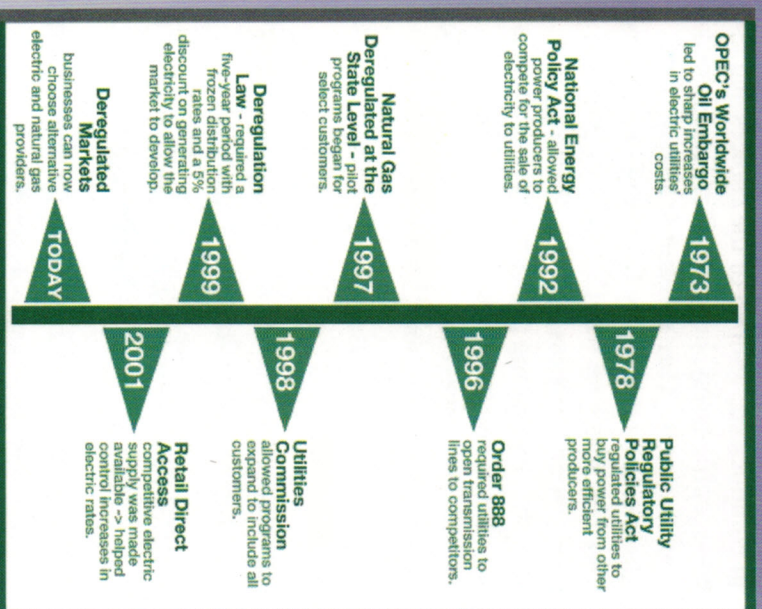
WHO IS GOLD STAR ENERGY?

Gold Star Energy is a licensed energy broker with a history of successful results. We have established solid relationships with the top suppliers in the industry and have become one of the fastest growing energy brokers in the country. We focus on providing our clients, just like you, with the best possible suppliers to fit their energy needs.

We are a relationship based sales company and consider our customers to be like family. We don't want to just help you get the best energy prices right now, we want to establish a relationship with you and your company that will continue into the future. *We take such good care of our clients that since our founding, 95% of the companies that have worked with Gold Star Energy remain clients today.*



HISTORY OF ENERGY DEREGULATION



4076 E Patterson Rd.

Beavercreek, OH 45430

(937) 429-9980

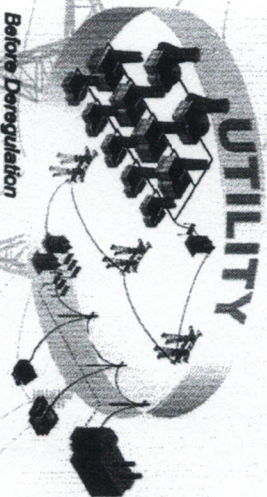
www.gseusa.com

GOLD STAR

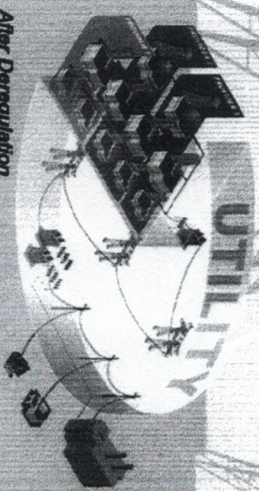


WHAT IS ENERGY DEREGULATION?

Imagine that a single company owned every gas station in the state. While it was convenient that the price of gas was the same at every station, the prices were expensive. The government then stepped in, broke up the monopoly, and allowed multiple companies to sell gas at different prices. Consumers then had the freedom to shop around to find a gas station with the best price.



This is almost exactly what has happened with utility companies. Instead of being forced to get your energy at a price determined by the utility, you have the option to choose a different company and get a lower price. If you're like most people, you receive your electric bill each month, pay it and throw it away. *You may be paying more than you have to!*



HOW GOLD STAR ENERGY CAN HELP YOU

The process of finding an alternate supplier may seem complicated, with all of the choices and industry-specific terms, but Gold Star Energy makes this process easy. Our mission is simple, help businesses save money by lowering energy costs so they can focus on what's really important: **running their business.** Gold Star Energy has spent years negotiating preferred terms and rates with licensed energy providers, which can help small and large businesses in our community see significant savings to their bottom line.

Your utility remains the same and there will be no change in service

You still receive one bill from the utility, just like you always have

There's no risk and no cost to enroll with an alternate supplier

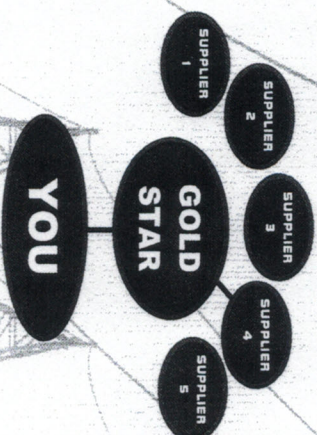
The process is simple and the savings can be significant.

Call your Energy Consultant to Start the Process

START SAVING TODAY!

WHAT HAPPENS NEXT?

Many professional consulting companies charge thousands of dollars for their industry expertise and legal advice, but Gold Star Energy does **not** charge a fee to help its customers find their best deal.



- 1 We examine your business electricity and natural gas bills to determine your rate class, usage history, load profiles, and note any contractual requirement policies that your company may have.
- 2 We prepare a formal request for proposal on your company's behalf, including all required contractual policies that we have determined will maximize your savings.
- 3 We accept same-day offers from pre-approved licensed energy providers, which include their commitment to the terms that we have identified for you. We then ensure that your selected supplier notifies the utility and your enrollment is successful and hassle free.
- 4 We remain on call as your utility consultant for any questions you might have regarding energy billings, and maintain a relationship with you throughout the course of your contracts. We strongly encourage you to reach out to us for help with any utility related matters.
- 5 Approaching renewal, we reassess your needs and prepare another request for proposal so that you will continue to have the best rates possible.



GOLD STAR ENERGY CODE OF CONDUCT

Gold Star Energy (GSE) is committed to conducting business at the highest legal, ethical, and moral standard. GSE believes that it is a good business practice to behave in such a manner, as well as an effective way to protect consumers. GSE will adhere to both the letter of the law and the spirit of the law and this Code of Conduct embraces and reflects these beliefs. As an Agent/Independent Contractor, you are expected to fully read, understand, and comply with this Code of Conduct at all times. Failure to do so may result in disciplinary action or even termination of your position.

All Agents/Independent Contractors must present all information in a clear and honest manner.

All Agents/Independent Contractors must communicate all material information to the customer.

All Agents/Independent Contractors must give the necessary information to allow the consumer to reach an informed decision about whether to switch from their current electricity or natural gas supplier to another.

All Agents/Independent Contractors must communicate all information completely and abide by the marketing script provided.

GSE only wants satisfied customers, and would rather lose a sale than have a customer sign up without complete knowledge and willingness to participate in our program.



The following activities are strictly PROHIBITED:

- The unauthorized switching of customers, i.e. slamming
- Misrepresentations to consumers regarding GSE's services or pricing
- Discriminatory marketing practices
- Fraud of any kind

Responsibilities of Agent/Independent Contractor:

- Review and understand all training and marketing materials
- Be familiar with relevant law governing the sale of electricity or natural gas in your state that has been provided to you
- Be familiar with consumer education materials provided to you regarding deregulation in your state
- Never attempt to solicit a customer who speaks another language in which you are not fluent and for which you do not have materials written in their language
- Stay in contact with your manager on a regular basis
- Submit your completed program enrollment forms daily or as determined by management
- Bring grievances to your manager's attention immediately
- Complete all necessary paperwork correctly and legibly
- Remember that most customers do not understand or have never thought about alternative energy options

Responsibilities to the Customer:

- NEVER misrepresent your association with any electricity or natural gas supplier or local utility.
- NEVER exaggerate or speculate regarding potential savings.
- NEVER make statements that are untrue or misleading.
- ALWAYS be polite and professional, even if the customer is unpleasant.
- ALWAYS answer the customer's questions responsively and effectively to the best of your ability.
- ENSURE that the customer is satisfied with your response.

I have read and agree to follow the terms of Gold Star Energy Code of Conduct. I understand that failure to follow the Code of Conduct may result in termination of my position.

Agent Name (Print)

Agent Signature

Date



INDEPENDENT CONTRACTOR AGREEMENT

Name of Corporation	Name of Distributor
Gold Star Energy	
Street Address	Street Address
4076 E Patterson Rd	
City, State, Zip	City, State, Zip
Beavercreek, OH 45430	
	Social Security Number

This is an Independent Contractor Agreement between the "Corporation" and the "Distributor" (sometimes hereinafter referred to collectively as the "Parties") named above as follows.

1.
 - A. The Distributor is totally independent and free of control and may sell the Products the Distributor selects wherever, in any manner.
 - B. The Corporation will not provide the Distributor with leads
 - C. The Distributor shall not be assigned a territory. When Corporation's supplier designates a geographical area for sale of Product, the geographical area is comprised of numerous territories. Each Distributor shall be free to select a non-exclusive territory of his or her choice within the geographical area set by Corporation's supplier.
 - D. The Distributor may sell the Products during any hours he or she may choose; there is no designated starting or quitting time but the Distributor understands, when the Distributor chooses to sell Products, the Corporation may designate a time period during the Corporation's normal business hours when the Distributor can pick-up and/or return Products to the Corporation.
 - E. The Distributor shall not be required to attend sales meetings.
 - F. The Distributor is free to develop his/ her own sales techniques and methods. Distributor shall not be required to any written reports of sales activities and Corporation shall not collect any reports from Distributor.
 - G. Unless the Corporation's supplier specifies a fixed price at which its Product is to be marketed, the Distributor has sole discretion in establishing his/her own prices. While the Corporation may provide the Distributor with suggested retail prices, these prices are for convenience and informational purposes only. The profit will thus vary depending on the price which the Distributor chooses for sale of the Products.
 - H. The Corporation shall not impose on Distributor any sales quota or minimum number of sales which Distributor must make in order to continue to distribute Corporation's Products.
2. Except as provided in paragraph 9 below, nothing in this agreement shall prevent the Distributor from selling the same or similar products of another company or holding outside employment of any kind during the term of this Agreement or anytime thereafter.
3. The Corporation shall not reimburse the Distributor for any expenses he/she may incur in the sale of the Products (i.e. transportation, car, fuel, etc.)

GOLD STAR

4. The Products consigned to the Distributor shall be returned to or purchased at the facility where consigned within 24 hours if Distributor is notified by Corporation.
5. If the Distributor fails to return in good condition or pay for the products consigned, the Distributor will pay all costs incurred by the Corporation as a result of Distributor's failure to return the Products, including, but not limited to the purchase price for the unreturned Products, cost of collection, attorneys' fees, court costs and interest at the rate of 18% per annum.
6. Nothing in this Agreement shall be deemed to permit the Distributor to conduct business in the name of, or on the account of the Corporation, or to incur or assume any expense, debt, obligation, liability or responsibility on behalf of, or the name of the Corporation in any way whatsoever.
7. Whenever Distributor chooses to sell Corporation's Products, he/she agrees to his/her own expense to abide by any and all laws, regulations, ordinances and rules imposed by federal, state and local authorities, where applicable. Further, Distributor agrees he/she shall make no misrepresentations to consumers about Corporation's Products.
8.
 - A. This Agreement shall continue in force until terminated in writing by either party. Upon termination, Distributor shall return in good condition to Corporation all consigned Products remaining unsold and remit any monies which Distributor may owe for unpaid Products. The determined to be unreasonable, arbitrary or against public policy.
 - B. Distributor covenants and agrees that if it shall violate any of the covenants of this Agreement, Corporation shall be entitled to an accounting and repayments of all profits, compensation, commission, remuneration, or other benefits Distributor directly or indirectly had realized and may realize as a result of, growing out of, or in connection with any such violation. Furthermore, in the event of a breach or threatened breach by Distributor of any of the provisions of this Agreement, Corporation, in addition to, and not in limitation of, any other rights, remedies, or damages available to Corporation at law or in equity, shall be entitled to a permanent injunction in order to prevent or restrain any such breach by Distributor or by Distributor's partners, agents, representatives, servants, employers, employees, and any and all persons directly or indirectly acting for or with him/her.
 - C. If there is a breach of this Agreement, the corporation will have the right to sue for damages and the Distributor shall be liable for the payment of Court costs, reasonable Attorney's fees, and costs incurred in enforcing this Agreement.
 - D. The remedies awarded in this Agreement are cumulative to each other and to all other remedies provided by law.
 - E. It shall not be necessary for Corporation to demonstrate specific or monetary damages or post a bond to obtain injunctive relief.
 - F. If there is a breach of the non-disclosure and non-solicitation covenants or Distributor's covenant to submit to Corporation only true and accurate reports and third party verification call statements by Distributor. For the purposes of this Agreement, without limiting anything set forth herein, the Parties intend that each violation of the covenants herein shall be considered a separate breach entitling the Corporation to liquidation damages in the sum of Ten Thousand Dollars (\$10,000.00) per breach. Specifically, but without limiting the foregoing, the Distributor agrees to pay Corporation Ten Thousand Dollars (\$10,000.00) for each employee, customer solicited or inaccurate, untrue or fraudulent report or third party verification call statements in a breach of the covenants in this Agreement. The Parties recognize that the damages in the event of Distributor's breach are difficult or impossible to ascertain and, therefore, agree that the liquidated damages sum as herein recited is fair, reasonable and equitable.
9.
 - A. The Distributor acknowledges that the Corporation invests substantial time, expense, and effort in obtaining and maintaining its relationship with its customers, agents, representatives, independent contractors, crew managers, and regional managers. Upon the expiration of this Agreement, the Distributor agrees not to call on, solicit, or otherwise contact any "customers" of the Corporation. Furthermore, the Distributor agrees not to solicit any representatives, crew managers, regional managers, independent contractors, or employees to terminate their employment, agency, or other

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relationship with the Corporation. This shall be effective immediately and shall continue for a period of thirty-six months following the termination or cancellation of this Agreement.

- B. Additionally the Distributor shall not solicit any customers for competing services or otherwise compete with the Corporation or its affiliates in any way or manner, directly or indirectly, during the term of this Agreement and for a three-year period following termination of this Agreement. For purposes of this Agreement, the term "customers" shall be users of the Corporation's services who are under contract with the Corporation's network and all local utilities within the States where the Corporation operates. The Distributor agrees that customers or potential customers shall remain confidential and proprietary to the Corporation. The Distributor shall not reveal or divulge to any third party any confidential or proprietary information or documents which come into the possession of the Distributor as a result of or in connection with, or with respect to this Agreement, or any other sales contract, or any other Agreement with the Corporation. The obligation created by this paragraph regarding non-disclosure of confidential or proprietary information shall remain in effect indefinitely and shall survive the expiration or termination of this Agreement.
- 10.
- A. Both Parties agree that the breach of any term of this Agreement by Distributor will cause irreparable harm and injury to Corporation and that the Corporation shall be entitled injunctive relief, both temporary, preliminary, and final, and both Parties agree to the jurisdiction of the equitable powers of the appropriate Court to obtain such relief. The Parties further agree that the restrictive covenants set forth herein shall be extended for a period of time during which Distributor violated the respective provisions.
 - B. Notwithstanding the equitable relief available to Corporation, both Parties, in the event of the breach of this Agreement, understand and agree that the uncertainties and delay inherent legal process would result in a continuing breach for some time, and therefore, continuing injury to the Corporation until and unless it can obtain such equitable relief. Therefore Corporation shall be entitled to monetary damages for any said period of breach until termination of such breach, equitable relief or the expiration of this covenant, in an amount deemed reasonable by the Court to cover all actual losses, al) monies received by Distributor as a result of said breach, and all costs and attorney's fees incurred by Corporation in enforcing this Agreement. Any violation will be considered a continuing violation on a daily basis.
 - C. It is agreed by the Parties that if any portion of this Agreement is held by a Court to be unreasonable, arbitrary or against public policy, the covenants may be construed to be divisible both as to time and geographical area; and, each month of specified period shall be deemed to be separate period of time, and each municipality in the restricted area shall be deemed to be a separate geographical area.
11. Distributor agrees to indemnify, defend, and hold harmless the Corporation and its respective officers, directors, agents, owners, and employees for any and all losses, cost, and other liabilities incurred, including Corporation's reasonable attorney's fees, relating to Distributor's and its agents negligence, misconduct or breach of any terms or conditions of this Agreement. Provided, however, that Distributor's indemnity obligations hereunder shall not extend to the negligence, willful misconduct, or breach of this Agreement of or by Corporation.
12. This Agreement constitutes the entire agreement between Corporation and Distributor with respect to its subject matter and supersedes any and all previous or contemporaneous agreements and understandings with respect to such subject matter. This Agreement may be amended only by written agreement of the Parties which is signed by authorized representatives of both Parties. Only authorized officers of the Corporation may issue modifications of this Agreement for Corporation. Any services performed by Distributor in anticipation of the signing by both Parties of a written modification of this Agreement shall be done at Distributor's sole risk. Should any provision of this Agreement be held invalid or unenforceable, such as invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. Waiver by either Party of the breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching party. This Agreement may be executed in any number of counterparts, each of which will be an original as against any Party whose signature appears thereon and all of which together will constitute one and the same instrument- All Parties will deem facsimile copies of this

GOLD STAR

Agreement acceptable. The Parties agree to follow up with signed originals. As used in this Agreement, "including" means "including without limitation". This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as the Party who prepared, or caused the separation of, this instrument or the relative bargaining power of the Parties. Each Party will from time to time, at the request of the other Party and without further consideration, execute and deliver other documents and take other actions as the other Party may reasonably request to consummate more effectively the transactions contemplated by this Agreement.

13. Distributor may not assign or otherwise transfer this Agreement or rights hereunder without the prior written consent of the Corporation. Waiver by Distributor or Corporation, respectively, as to any transactions shall not operate as a waiver of the prohibition contained herein or such Party's rights as to any subsequent transaction. Notwithstanding the foregoing, Corporation may, without Distributor's consent, assign this Agreement.
14. Neither Party may use in advertising, publicity or otherwise (including on the internet) the name of the other Party, or any trademark, trade address, service mark, trade name, symbol or any abbreviation or contraction thereof owned by or referring to the other Party without the prior written consent of the other Party. In the case of Distributor, these restrictions shall also apply to the customer's name and the like. Notwithstanding the foregoing, Corporation may include Distributor's name in any listing of Distributor's used in general or with respect to a specific customer.
15. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the Parties. The relationship between the Parties is and shall at all times be that of an independent contractor.
16. This Agreement shall be governed by the laws of the State of Ohio without respect to it conflict of law provisions. Any lawsuits pertaining to this Agreement, or to the services provided, shall be brought in the federal or state courts of the State of Ohio. Distributor consents to the exercise of personal jurisdiction over it by such courts.
1. THE DISTRIBUTOR UNDERSTANDS THAT AS AN INDEPENDENT CONTRACTOR DISTRIBUTOR/CONTRACTOR, HE/SHE SHALL HAVE NO CLAIMS AGAINST THE CORPORATION FOR WAGES, UNEMPLOYMENT, INSURANCE, WORKERS COMPENSATION OR DISABILITY BENEFITS AND HE/SHE SHALL BE LIABLE FOR PAYMENT OF ALL FEDERAL, STATE, AND LOCAL INCOME TAXES. THE CORPORATION WILL NOT TREAT THE DISTRIBUTOR AS AN EMPLOYEE WITH RESPECT TO ANY OF THE SERVICES RENDERED FOR FEDERAL, STATE, OR LOCAL TAX PURPOSES OR FOR ANY OTHER PURPOSES OR CIRCUMSTANCES.

Entered into the _____ day of _____, 20____

Signed by independent contractor/distributor

Signed on behalf of the corporation



Are you currently under a non-compete agreement with another broker? Yes/No please circle

If yes please explain stipulations of agreement

Do you have a criminal background Yes/No (please circle) If yes, please explain

Print Name

Date

Signature

W. KEVIN HUGHES
CHAIRMAN

HAROLD D. WILLIAMS
JEANNETTE M. MILLS
MICHAEL T. RICHARD
ANTHONY O'DONNELL

STATE OF MARYLAND



PUBLIC SERVICE COMMISSION

#7, 11/16/16 AM; ML#s 192546 and 202154
License Reference No.: IR-3718

November 16, 2016

Eric Owens
VP of Sales & Marketing
Gold Star Energy, LLC
50 Chestnut Street, Suite #234
Beavercreek, OH 44540

Dear Mr. Owens:

On June 16, 2016, Gold Star Energy, LLC ("Company") filed an Application to Supply Electricity or Electric Generation Services in Maryland under COMAR 20.51. The Company proposes to provide electricity supplier services in Maryland for residential and commercial customers as described in the application. Additional information was filed on October 24, 2016.

After considering this matter at the November 16, 2016 Administrative Meeting, the Commission granted the Company a license to supply electricity or electric generation services in Maryland (License Reference Number IR-3718). The license granted by the Commission under this Letter Order is limited solely to electricity supplier broker services for the customer classes and service territories applied for and recommended by Staff. Additionally, the Company is directed to provide marketing and training materials specific to its Maryland operations to the Commission Staff and Office of People's Counsel 30 days prior to commencing electricity supplier operations in Maryland.

Finally, the Company is reminded that it is under a continuing obligation to notify the Commission within 30 days of any changes to the information upon which the Commission relied in granting this license. A copy of the supplemental or updated information is required to be filed concurrently with the Office of People's Counsel.

By Direction of the Commission,

/s/ David J. Collins

David J. Collins
Executive Secretary

DJC/st

cc: Phil VanderHeyden, Electricity Division
Obi Linton, Director, External Relations

[Home \(/\)](#) / [eDocket \(/docket/\)](#) / [Docket Browse \(/docket/search.aspx\)](#) /

Case Details for 16-0242

Filed

April 4, 2016

Suspension Ends

N/A

Resuspension Ends

N/A

Case Type

Certificate of Public Convenience & Necessity/Good Standing/Service Authority (8-406,13-403,13-404,13-405,13-900,15-401,16-108,16-115,16-115C,19-110,21-401) - New

Service Type(s)

Agents, Brokers and Consultants (ABC)

Case Status

Initial - Closed

Administrative Law Judge(s)

Sonya Teague Kingsley

Title of Case

Gold Star Energy, LLC






Nature of Case

Application for Licensure of Agents, Brokers and Consultants under Section 16-115C of the Public Utilities Act.






Utility

N/A


Quick Links

-  [A to Z Topic List \(/sitemap.aspx\)](/sitemap.aspx)
-  [Privacy \(/privacy.htm\)](/privacy.htm)
-  [RSS Feeds \(/rss/\)](/rss/)
-  [Contact Us \(/contactus/\)](/contactus/)
-  [Freedom of Information Act \(/consumer/FOIA/\)](/consumer/FOIA/)

About

-  [Event Calendar \(/meetings/\)](/meetings/)
-  [Legal Authority and Rules \(/cc/authority.aspx\)](/cc/authority.aspx)
-  [News \(/press/\)](/press/)
-  [Contracts and Solicitations \(/asd/\)](/asd/)
-  [Employment Opportunities \(/jobs/\)](/jobs/)

Offices

-  **Leland Building**
527 East Capitol Avenue, Springfield, IL 62701
(<https://www.google.com/maps/place/527+East+Capitol+Avenue,Springfield,IL>)
-  **Michael A. Bilandic Building**
160 North LaSalle, Ste. C-800, Chicago, Illinois 60601
(<https://www.google.com/maps/place/160+North+LaSalle+Street,Chicago,IL>)
-  **Compliance Office**
9511 West Harrison, Des Plaines, Illinois 60016

(<https://www.google.com/maps/place/9511+West+Harrison,Des+Plaines,IL>)



(<https://www.illinois200.com>)

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📋 State Agencies (<http://www.illinois.gov/SitePages/Agencies.aspx>)

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STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Docket No. 2016-00149

August 22, 2016

GOLD STAR ENERGY, LLC
Application for License to Operate
As A Competitive Electricity Provider

ORDER GRANTING LICENSE

VANNOY, Chairman; MCLEAN and WILLIAMSON, Commissioners

I. SUMMARY

Through this Order, Gold Star Energy, LLC (Gold Star) is issued a license to operate as a competitive electricity provider furnishing aggregator/broker services to all customer classes throughout Maine's service territories pursuant to Chapter 305 of the Commission's Rules¹.

II. APPLICATION AND DECISION

On July 15, 2016, Gold Star applied to the Commission to operate in Maine as a competitive electricity provider pursuant to Chapter 305. Gold Star proposes to provide aggregator/broker services to all customer classes throughout Maine's service territories and has met all the Chapter 305 filing requirements.

As a licensed competitive electricity provider, Gold Star is required to comply with all applicable requirements and regulations, including all conditions of licensing, assignments, customer protection rules, and the filing of annual reports. To the extent that a licensed competitive electricity provider uses third-parties to assist in obtaining customers during the course of its business, Chapter 305 § 4(C) of the Commission's rules places the responsibility on the competitive electricity provider for violations of the provisions of this section by representatives or agents acting on the competitive electricity provider's behalf. Chapter 305 § 2(C)(3) also requires a competitive electricity provider to use reasonable efforts to avoid conducting business with any entity acting as a competitive electricity provider in Maine without a license from the Commission. Therefore, if Gold Star uses a third party to market its services, it is responsible to ensure that the third party has met any licensing requirements of the Commission.

Pursuant to a Delegation Order dated April 23, 2008 in Docket No. 2008-185, *PUBLIC UTILITIES COMMISSION, Delegation of Authority to License Competitive Electricity Providers*, the Commission delegated to the Director of Technical Analysis the authority under 35-A M.R.S., § 3203 (1)(2) and Chapter 305, §2 to license

¹ The approval of this license and the terms outlined by this Commission Order should be used as documentation moving forward that this company is certified to operate in Maine as a Competitive Electricity Provider. There is no formal license number issued with this order. All references to Maine certification should be referenced back to this Commission order in this docket.

competitive electricity providers. On September 12, 2009, in Docket No. 2009-260, statutory changes took effect that changed the title of this position. P.L. 2009, ch. 122. The Director of Technical Analysis is now the Director of Electric and Gas Utility Industries. All existing delegation orders that delegate Commission authority to the Director of Technical Analysis will now read that we delegate our authority to the Director of Electric and Gas Utility Industries.

Accordingly, it is

O R D E R E D

1. That Gold Star Energy, LLC is hereby issued a license to operate as a competitive electricity provider pursuant to Chapter 305 of the Commission's Rules, to provide aggregator/broker services to all customer classes throughout Maine's service territories pursuant to Chapter 305 of the Commission's Rules; and
2. That this license is effective on the date of this Order and valid until revoked or suspended by the Commission pursuant to section 3(A)(4) of Chapter 305, or abandoned by the licensee pursuant to sections 2(D)(10) and 2(D)(11) of Chapter 305 of the Commission's Rules.

Dated at Hallowell, Maine, this 22nd day of August, 2016.

BY ORDER OF THE DIRECTOR OF ELECTRIC AND GAS UTILITY INDUSTRIES



Faith Huntington

NOTICE OF RIGHTS TO REVIEW OR APPEAL

5 M.R.S. § 9061 requires the Public Utilities Commission to give each party to an adjudicatory proceeding written notice of the party's rights to review or appeal of its decision made at the conclusion of the adjudicatory proceeding. The methods of review or appeal of PUC decisions at the conclusion of an adjudicatory proceeding are as follows:

1. Reconsideration of the Commission's Order may be requested under Section 1004 of the Commission's Rules of Practice and Procedure (65-407 C.M.R.110) within 20 days of the date of the Order by filing a petition with the Commission stating the grounds upon which reconsideration is sought. Any petition not granted within 20 days from the date of filing is denied.
2. Appeal of a final decision of the Commission may be taken to the Law Court by filing, within 21 days of the date of the Order, a Notice of Appeal with the Administrative Director of the Commission, pursuant to 35-A M.R.S. § 1320(1)-(4) and the Maine Rules of Appellate Procedure.
3. Additional court review of constitutional issues or issues involving the justness or reasonableness of rates may be had by the filing of an appeal with the Law Court, pursuant to 35-A M.R.S. § 1320(5).

Note: The attachment of this Notice to a document does not indicate the Commission's view that the particular document may be subject to review or appeal. Similarly, the failure of the Commission to attach a copy of this Notice to a document does not indicate the Commission's view that the document is not subject to review or appeal.

THE STATE OF NEW HAMPSHIRE

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Robert R. Scott
Kathryn M. Bailey

EXECUTIVE DIRECTOR
Debra A. Howland



PUBLIC UTILITIES COMMISSION
21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

July 13, 2016

Jeremy Keith Smith, Owner
50 Chestnut St., Suite 234
Beavercreek, OH 45440

Re: DM 16-563 Gold Star Energy, LLC d/b/a GSEUSA.COM
Application to Register as Provider of Electric Aggregation Service

Dear Mr. Smith:

On May 11, 2016, Gold Star Energy, LLC d/b/a GSEUSA.COM submitted an application with the Commission to register as a provider of electric aggregation service. Staff reviewed the application and determined that it is complete.

The Commission approves your application effective as of July 11, 2016. The registration is for a term of two years and expires at the end of business on July 10, 2018. Pursuant to N.H. Code Admin. Rules Puc 2003.05(a), you must submit a renewal application at least 60 days prior to the expiration of the registration approved here, on or before May 13, 2018.

Please be aware that registered providers of electric aggregation service are subject to specific requirements contained in N.H. Code Admin. Rules Puc 2000 – Competitive Electric Power Supplier and Aggregator Rules. These rules are available at: <http://www.puc.nh.gov/Regulatory/Rules/PUC2000.pdf>. Please also be aware that the Commission has opened Docket DRM 13-151 to consider revisions to these rules. All non-confidential filings in Docket DRM 13-151 can be found at <http://www.puc.nh.gov/Regulatory/Docketbk/2013/13-151.html>. The revised rules may contain different requirements for maintaining registration as a provider of electric aggregation service that might affect your registration.

Please note that, effective as of July 1, 2014, each registered electric load aggregator is subject to an annual assessment of \$2,000, unless it demonstrates that its gross revenue in New Hampshire during the preceding fiscal year (from July 1 through June 30) was less than \$10,000, pursuant to RSA 363-A:2, III and 5.

Sincerely,

A handwritten signature in dark ink, appearing to read "Debra A. Howland".

Debra A. Howland
Executive Director

cc: Service List/Docket File

State of New Jersey



Board of Public Utilities

44 South Clinton Avenue, 3rd Floor, Suite 314, P.O. Box 350, Trenton, New Jersey 08625-0350

HEREBY REGISTERS

Gold Star Energy, LLC
d/b/a GSEUSA.com

50 Chestnut Street, Suite #234
Beavercreek, Ohio 45440

To conduct business in the State of New Jersey as an



Irene Kim Asbury
Energy Agent
Irene Kim Asbury
Secretary of the Board

Registration No. EA-0397
Effective Date: November 30, 2016
Expiration Date: November 29, 2017

ORDER NO. 16 446
ENTERED NOV 22 2016

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

EA 27

In the Matter of Gold Star Energy, LLC for
authority to register as an Electricity Service
Aggregator in Oregon.

ORDER

DISPOSITION: APPLICATION GRANTED

NOTE: By issuing this order, the Commission makes no endorsement or certification regarding Applicant's rates or service.

INTRODUCTION

On October 24, 2016, Gold Star Energy, LLC (Applicant) filed this application with the Commission pursuant to OAR 860-038-0380. Applicant seeks authority to register as an electricity service aggregator (EA or aggregator) in Oregon.

On October 27, 2016, the Commission served notice of the application by electronic mail to the Commission's EA application electronic mail list. The Commission did not receive any protests.

Based on the application and the Commission's records, the Commission makes the following findings of fact, applications of law, and conclusions.

FINDINGS OF FACT

The Applicant, Gold Star Energy, LLC, is a Limited Liability Company organized under the laws of Ohio that is certified to transact business in Oregon. Applicant intends to combine retail electricity consumers in the service territory of an electric company into a buying group for the purchase of electricity and related services. As an aggregator, Applicant will act as an intermediary between retail electricity consumers and an Electricity Service Supplier (ESS). The contract to purchase and sell electricity services, however, will remain between the retail electricity consumers and the ESS. Applicant is not seeking certification as an ESS under OAR 860-038-0400 and ORS 757.649.

OPINION**Applicable Law**

Applications to be registered as an electricity service aggregator are filed pursuant to OAR 860-038-0380. OAR 860-038-0380(1) provides that:

For purposes of ensuring compliance with Commission standards for consumer protection, an aggregator must be registered by the Commission to combine retail electricity consumers in the service territory of an electric company into a buying group for the purchase of electricity and related services.

To be registered as an EA, Applicant has agreed, in its application, to the following requirements of OAR 860-038-0380(5) - (9):

(5) (a) Furnish to consumers a toll-free number or local number that is staffed during normal business hours to enable a consumer to resolve complaints or billing disputes and a statement of the aggregator's terms and conditions that detail the consumer's rights and responsibilities;

(b) Comply with all applicable state and federal laws, rules, and Commission orders applicable to aggregators; and

(c) Adequately respond to Commission information requests applicable to aggregators and related to the provisions of this rule within 10 business days.

(6) An aggregator must take all reasonable steps, including corrective actions, to ensure that persons or agents hired by the aggregator, including but not limited to officers, directors, agents, employees, representatives, successors, and assigns adhere at all times to the terms of all state and federal laws, rules, and Commission orders applicable to aggregators.

(7) Annually, 30 days prior to expiration, a registered aggregator must notify the Commission that it will not be renewing its registration or it must renew its registration by submitting an application for renewal that includes an update of information specified in section (4) of this rule. The aggregator must state that it continues to attest that it will meet the requirements of section (5) of this rule. The authorized representative of the aggregator must state that all information provided is true and correct and sign the renewal application. The renewal is granted for a period of one year from the expiration date of the prior registration.

(8) No aggregator may make material misrepresentations in consumer solicitations, agreements, or in the administration of consumer contracts. Aggregators may not engage in dishonesty, fraud, or deceit that benefits the aggregator or disadvantages consumers.

(9) An aggregator must promptly report to the Commission any circumstances or events that materially alter information provided to the Commission in the registration process.

CONCLUSIONS

Applicant has met the requirements to be registered as an electricity service aggregator. The application should be granted.

ORDER

IT IS ORDERED that:

1. The application of Gold Star Energy, LLC to be registered as an electricity service aggregator, is granted.
2. Applicant may provide authorized services in Oregon as an electricity service aggregator for a period of one year from the date of this order.
3. Applicant shall comply with the conditions set forth in this order.

Made, entered, and effective NOV 22 2016.




Jason Eisdorfer
Director
Utility Program

A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Court of Appeals in compliance with ORS 183.480 through 183.484.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-2017-2620414

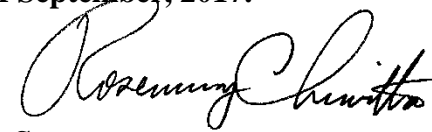
EFFECTIVE DATE: September 21, 2017

Application of Gold Star Energy, LLC to begin to offer, render, furnish or supply electricity or electric generation services as a broker/marketer to residential, small commercial (25 kW and under demand), large commercial (over 25 kW demand), industrial, and governmental customers in all the electric distribution company service territories throughout the Commonwealth of Pennsylvania.

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues, evidencing the Commission's approval, to the applicant this:

LICENSE FOR ELECTRIC GENERATION SUPPLIER AS A BROKER/MARKETER.

In Witness Whereof, the PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 21st day, of September, 2017.


Secretary

STATE CORPORATION COMMISSION

AT RICHMOND, MARCH 17, 2017

SCC-CLERK'S OFFICE
DOCUMENT CONTROL CENTER

APPLICATION OF

2011 MAR 17 P 3:59

GOLD STAR ENERGY, LLC

CASE NO. PUE-2016-00099

For a license to conduct business as an
aggregator of natural gas and electricity

ORDER GRANTING LICENSE

On September 1, 2016, Gold Star Energy, LLC ("Gold Star" or "Company"), filed an application with the State Corporation Commission ("Commission") for a license to conduct business as an aggregator of natural gas and electricity ("Application"). On October 4, 2016, the Company filed supplemental information to complete its Application. In its Application, the Company seeks authority to serve eligible commercial, industrial, and governmental customers throughout the Commonwealth of Virginia.¹ Gold Star attested that it would abide by all applicable regulations of the Commission as required by 20 VAC 5-312-40 B of the Commission's Rules Governing Retail Access to Competitive Energy Services ("Retail Access Rules").²

On October 6, 2016, the Commission entered an Order for Notice and Comment ("Procedural Order") in this proceeding that, among other things, provided an opportunity for interested persons to comment on the Application; established a procedural schedule directing

¹ Although Gold Star seeks to serve customers throughout the Commonwealth of Virginia, retail choice exists only in the service territories of Columbia Gas of Virginia, Inc., Washington Gas Light Company, Virginia Electric and Power Company d/b/a Dominion Virginia Power ("Dominion Virginia Power"), Appalachian Power Company, and the electric cooperatives. Moreover, retail choice for electricity is only permitted pursuant to the customer classes, load parameters, and renewable energy sources as set forth in the Code of Virginia. Access to large commercial and industrial gas customers in all gas distribution service territories has existed under Federal Energy Regulatory Commission authority since the mid-1980s.

² 20 VAC 5-312-10 *et seq.*

the Commission Staff ("Staff") to file a report ("Staff Report") on or before November 8, 2016; and permitted Gold Star and any party who filed comments on the Application to file a response to the Staff Report on or before November 10, 2016.

On October 27, 2016, Dominion Virginia Power filed comments on the Application and a Notice of Participation. Those comments, among other things, urged the Commission and its Staff to investigate and closely examine Gold Star's financial and technical fitness to serve as a Virginia aggregator for electricity and natural gas.

On November 4, 2016, the Commission granted Staff's Motion for Extension of Time to File Staff Report and to Amend Procedural Schedule ("Order Granting Extension"), extending the filing date for Staff to file its Staff Report to seven calendar days from the date Gold Star provides information responsive to Staff data requests sent on October 28, 2016, and extending the filing date for any response to the Staff Report to seven calendar days from the date the Staff Report is filed.

On February 21, 2017, Gold Star submitted information responsive to Staff's October 28, 2016 data requests. Pursuant to the Commission's Order Granting Extension, on February 28, 2017, Staff filed its Staff Report summarizing Gold Star's Application and evaluating its financial condition and technical fitness. Staff recommended that a license be granted to conduct business as an aggregator of electricity and natural gas to commercial, industrial and governmental customers throughout the service territories open to competition in the Commonwealth of Virginia.³ Neither Gold Star nor Dominion Virginia Power filed comments to the Staff Report.

³ Staff Report at 6.

The first part of the paper is devoted to a review of the literature on the effects of the environment on the health of the population. The second part is devoted to a review of the literature on the effects of the environment on the health of the population.

References

1. World Health Organization (WHO). (1996). *Environmental health criteria 100: Lead*. Geneva: WHO.
2. World Health Organization (WHO). (1996). *Environmental health criteria 100: Lead*. Geneva: WHO.
3. World Health Organization (WHO). (1996). *Environmental health criteria 100: Lead*. Geneva: WHO.
4. World Health Organization (WHO). (1996). *Environmental health criteria 100: Lead*. Geneva: WHO.
5. World Health Organization (WHO). (1996). *Environmental health criteria 100: Lead*. Geneva: WHO.
6. World Health Organization (WHO). (1996). *Environmental health criteria 100: Lead*. Geneva: WHO.
7. World Health Organization (WHO). (1996). *Environmental health criteria 100: Lead*. Geneva: WHO.
8. World Health Organization (WHO). (1996). *Environmental health criteria 100: Lead*. Geneva: WHO.
9. World Health Organization (WHO). (1996). *Environmental health criteria 100: Lead*. Geneva: WHO.
10. World Health Organization (WHO). (1996). *Environmental health criteria 100: Lead*. Geneva: WHO.

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NOW THE COMMISSION, upon consideration of this matter, finds that Gold Star meets the requirements for a license to conduct business as an aggregator of electricity and natural gas and that such license should be granted subject to the conditions set forth below.

Accordingly, IT IS ORDERED THAT:

(1) Gold Star hereby is granted License No. A-50 to provide competitive aggregation service for electricity and natural gas to eligible commercial, industrial, and governmental customers throughout the service territories open to competition in the Commonwealth of Virginia. This license is granted subject to the provisions of the Retail Access Rules, this Order, and other applicable law.

(2) This license is not valid authority for the provision of any product or service not identified within the license itself.

(3) This case shall remain open for consideration of any subsequent amendments or modifications to this license.

AN ATTESTED COPY hereof shall be sent by the Clerk of the Commission to:
Megan Rooney, Account Manager, LicenseLogix, 140 Grand Street, Suite 300, White Plains, New York 10601; William H. Baxter II, Esquire, Dominion Resources Services, Inc., Law Department, Riverside 2, 120 Tredegar Street, Richmond, Virginia 23219; and C. Meade Browder, Jr., Senior Assistant Attorney General, Office of the Attorney General, Division of Consumer Counsel, 202 N. 9th Street, Floor 8, Richmond, Virginia 23219-3424. A copy shall also be delivered to the Commission's Office of General Counsel and Divisions of Public Utility Regulation and Utility Accounting and Finance.

A True Copy
Teste:

Joel H. Peck

Clerk of the
State Corporation Commission

1. The first part of the report deals with the general situation of the country and the position of the various groups of the population. It is a very interesting and informative part of the report.

2. The second part of the report deals with the economic situation of the country. It is a very interesting and informative part of the report.

3. The third part of the report deals with the social situation of the country. It is a very interesting and informative part of the report.

4. The fourth part of the report deals with the cultural situation of the country. It is a very interesting and informative part of the report.

5. The fifth part of the report deals with the political situation of the country. It is a very interesting and informative part of the report.

6. The sixth part of the report deals with the international situation of the country. It is a very interesting and informative part of the report.

7. The seventh part of the report deals with the future of the country. It is a very interesting and informative part of the report.

8. The eighth part of the report deals with the conclusion of the report. It is a very interesting and informative part of the report.